FRONTIER LAW GROUP, LLC 333 W. 4th Ave., Ste. 311 Anchorage, Alaska 99501 Ph: (907) 272-9100 Ev. (907) 272-9101

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA THIRD JUDICIAL DISTRICT AT ANCHORAGE

RECREATIONAL DATA SERVICES, LLC, an Alaska Limited Liability Company,

٧.

Plaintiff,

Case No. 3AN-11- ___ Civil

TRIMBLE NAVIGATION LIMITED, a
California corporation, CABELA'S
INCORPORATED, a Delaware corporation,
AT&T MOBILITY, LLC., a Delaware
corporation, and ALASCOM, INC., an Alaska
corporation,

Defendants.

COMPLAINT

(Breach of Contract, Breach of Fiduciary Duty, Interference with Contract, Promissory Estoppel, Specific Performance, Fraud, Misrepresentation Punitive Damages, Preliminary and Permanent Injunction)

COMES NOW plaintiff, Recreational Data Services, Inc., an Alaska corporation ("RDS"), by and through its attorneys, Frontier Law Group, LLC, and alleges as follows:

- 1. RDS is an Alaska corporation doing business in Alaska and is legally qualified in all respects to bring this action.
- 2. Trimble Navigation Limited ("*Trimble*") is a California corporation with business ties to RDS in Alaska and is in all respects subject to the jurisdiction of this Court.
- 4. Cabela's Incorporated ("Cabela's") is a Delaware corporation with business ties to RDS in Alaska and is in all respects subject to the jurisdiction of this Court.
 - 5. Alascom, Inc. ("Alascom") is an Alaska corporation doing business in Alaska

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and is in all respects subject to the jurisdiction of this Court.

- 6. AT&T Mobility, LLC ("AT&T") is a Delaware limited liability company registered as a foreign company doing business in Alaska and is in all respects subject to the jurisdiction of this Court.
- 7. Trimble, Cabela's, Alascom and AT&T are hereinafter referred to jointly as the "Defendants" and each as a "Defendant."

FACTS PERTINENT TO ALL COUNTS

- 8. RDS was initially formed to research, develop, market and distribute proprietary software solutions designed to benefit recreational consumers, including hunters, fishermen and other outdoor enthusiasts, worldwide.
- 9. The RDS business model was based on producing a suite of software applications for GPS units and mobile devices based on proprietary and patented¹ technology licensed exclusively to RDS.
- 10. After conducting extensive market research, RDS executives focused on finding an OEM manufacturer (like Trimble) to develop a proprietary platform capable of using RDS's proprietary suite of applications.
- 11. That research led RDS executives to meet with Mr. Ken Wineberg, a senior sales executive with Trimble, on or about March 9, 2009.
- 12. After initial conceptual discussions, Mr. Wineberg expressed his desire to learn more about RDS's products and thereafter, on or about March 11, 2009, Mr.

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Attached as Exhibit A is a copy of the patent which is currently under an exclusive license to RDS.

Wineberg introduced the RDS executive team to Mr. Chaur-Fong Chen, Trimble's Director of Strategic Business Development.

- 13. Following those meetings, on March 13, 2009, Trimble (through its subsidiary, Tripod Data Systems) and RDS entered into a mutual non-disclosure agreement, a copy of which is attached hereto as Exhibit B (the "Trimble Agreement").
- 14. Once the Trimble Agreement was executed, RDS made full disclosure of its proprietary business model, technology and trade secrets and, later that same day, Mr. Chen obtained corporate approval for proceeding with the joint project² (code named the "Copper Center Project") from Trimble's directors and chief executive.
- 15. At that point RDS and Trimble agreed to work as partners to jointly develop and market RDS's products and, on or about, April 6, 2009, Mr. Chen brought in the Trimble Outdoors division of Trimble to facilitate product marketing efforts.
- 16. Thereafter, on or about May 17, 2009 and as a result of the parties' joint recruiting efforts, Remington Arms Company, LLC ("*Remington*"), joined as a partner in the Copper Center Project and Mr. Chen, on behalf of Trimble, once again obtained corporate approval thereof from the president and board of Trimble.
- 17. At that time, Trimble and Remington sent representatives to Alaska to attend a partnership, planning and roles meeting in Copper Center Alaska (thus the partnership's Copper Center Project name).

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² Attached as Exhibit C is a copy of the partners' joint presentation material for obtaining approval for forming the partnership and setting out each partner's scope of responsibility.

- 18. At that meeting, the partners agreed that Trimble would develop the Project's hardware, Remington would undertake marketing and distribution³, RDS would provide the software applications and they would jointly seek a third party telecom carrier such as AT&T⁴.
- 19. The parties further agreed that they would conduct weekly partnership meetings to bring the Copper Center Project's products to market on an accelerated basis and Mr. Chen and Trimble Outdoors once again obtained corporate approval from Trimble's CEO to move forward with the partnership.
- 20. Thereafter, Trimble started putting together a price to manufacture a device that the parties could bring to market and the parties came to the conclusion that it would be more effective to bring a cellular device to the market rather than a simple GPS unit.
- 21. Trimble also began discussions aimed at acquiring RDS to reduce the three party risk of the Copper Center Project, as well as a tighter coupling of software and hardware.
- 22. Over the next several months and on various occasions the parties flew to the RDS head-quarters and on each trip the partners moved closer to their launch date for their products.
- 23. Employees of RDS flew down to Corvallis and met with three Trimble employees to discuss what would be the best way to move forward. At that time, Trimble

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³ The partners agreed at that time that the key marketing target was Cabela's as the former CEO of Remington just took the job as CEO for Cabela's.

⁴ Attached as Exhibit D is a copy of an email from Mr. Chen further identifying the partners for the Coper Center Project and the potential role to be played by AT&T or another carrier.

first proposed an acquisition of RDS as the best way to approach the launch of the project's products. As a result, all of RDS's proprietary information was made available to Trimble to conduct its due diligence and Trimble made a structured proposal to acquire RDS's partnership interest⁵. At the time of these meetings and the days following, RDS was under the assurance that its CEO, COO, and Board supported the partnership and the project's direction.

- 24. Shortly after the discussion about acquisition and full disclosure of its proprietary trade secrets, RDS began to notice a change in Trimble's attitude and experienced tremendous difficulty getting the senior executives from Trimble to attend previously scheduled partnership meetings.
- 25. While this new attitude was a concern, Mr. Chen, business development partner's lead on the project, assured us that the partnership was still on track. At this time, RDS was tasked with establishing a business relationship for the partnership with Cabela's and was assured that Trimble was on board. RDS at that stage engaged Paul Miller, the former Chairman of The Freedom Group and a personal friend of Cabela's CEO, as COO, to facilitate that relationship.
- 26. With the help of Cabela's Tommy Milner, RDS set up a meeting with Cabela's entire senior executive team and entered into a confidentiality agreement covering the Copper Center Project (the "Cabela's Agreement"). A copy of the Cabela's Agreement is attached as Exhibit E.

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⁵ Attached as Exhibit F is a copy of the initial proposal prepared by Trimble's executive, Mr. Steve Wolff.

- 27. At the same time, Trimble was tasked with producing mock-ups of the device for integration into the new presentation. RDS executives flew from Alaska and Virginia to Denver, and upon landing was informed that Trimble was not in a position to support the Cabela's meeting and in fact needed to resolve internal conflicts. Furthermore, on a call with Trimble's Jim Sheldon, RDS was told that Trimble was no longer pursuing the Copper Center Project with RDS and stated that RDS was free to approach other potential partners.
- 28. RDS went ahead with the meeting with Cabela's management and discovered that Trimble had copied all of the Copper Center Project software, data and proprietary trade secrets and had launched its own competing product through Cabela's marketing channel.
- 29. AT&T and Alascom, with full knowledge of the proprietary nature of RDS's technology and Trimble's misappropriation thereof, is now marketing⁶, and developing devices to market, RDS's proprietary products in violation of the Cabela's Agreement, the Trimble Agreement, and its own nondisclosure agreement it has in place with the project partners.
- 30. Likewise, Cabela's is now providing a distribution channel for RDS's proprietary software, data and trade secrets under the Hunt Recon mark through AT&T and Alascom.

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⁶ Attached as Exhibit G is a copy of page 13 of AT&T's annual report to its shareholders extolling the virtues of its new partnership with Trimble to market RDS's products.

COUNT I BREACH OF CONTRACT/FIDUCIARY DUTY

(TRIMBLE - INCLUDING AS 32.06.202)

- 31. Plaintiffs incorporate all prior paragraphs as though fully set forth herein.
- 32. Trimble's failure to honor the terms and conditions of the parties' partnership agreement and the Trimble Agreement was a breach of contract and a violation of the covenant of good faith and fair dealing.
- 33. As a result of Trimble's breach, RDS has lost the benefit of its bargain, the value of their proprietary information, the investments made in compliance with the partnership agreement and other contracts to perform as agreed, the value of the Copper Center Project and future implementations based thereon.
- 34. In addition and because of the Trimble's breach, RDS has lost the value of the reasonable profits that RDS was projected to receive as a partner in the Copper Center Project⁷ and understood RDS would lose as the foreseeable result of Trimble's failure to keep its promises to RDS.
- 35. Trimble is a sophisticated business entity which has specific knowledge concerning specialized GPS and related hardware and, prior to breaking its promises to RDS, Trimble had reason to know what the losses would be that RDS would suffer as a result of Trimble's breaches.
 - 36. RDS has suffered economic losses as a result of Trimble's breaches of

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⁷ Reasonably projected by the partners to be in excess of \$111,666,973 for the first five years of production. See Exhibit C, page 7 of 8, bottom line as Trimble's projections for RDS's portion (the software) of the first 5 years of the Copper Center Project operations.

contract in the amount of not less than \$111,666,973, the exact amount to be proven at trial.

COUNT II PROMISSORY ESTOPPEL

(TRIMBLE)

- 37. RDS incorporates all prior paragraphs as though fully set forth herein.
- 38. The statements and actions of Trimble's agents, attorneys, managers and employees described above promised RDS that RDS had, and would continue to have the benefit of their partnership agreement and the Trimble Agreement, and subsequent software development for the Copper Center Project in the future.
- 39. RDS relied upon those promises and were induced by those promises to invest hundreds of thousands of dollars in anticipation of performing under the parties' partnership agreement and/or the Trimble Agreement.
- 40. Trimble knew that RDS would rely upon its promises to make those investments.
- 41. Defendants knew at the time Plaintiffs were making those investments that those investments were being made.
- 42. Enforcement of Trimble's promises to RDS is necessary in the interest of justice.

COUNT III INTERFERENCE WITH CONTRACT

- 43. RDS incorporates all prior paragraphs as though fully set forth herein.
- 44. Trimble knows, and at all times relevant knew, that RDS was either a party to

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or entitled to perform under the partnership agreement with Remington and/or Cabela's and/or AT&T and each Defendant intended to induce a breach thereof.

- 45. Defendants have breached their agreements with RDS and each Defendant's wrongful conduct engendered the breach.
- 46. The breach caused RDS damages and the Defendants' conduct was not privileged or justified.
- 47. To the extent a Defendant had a direct financial interest in another Defendant's agreement, that Defendant was motivated by spite, malice, or some other improper objective, not by the desire to protect that Defendant's own economic interest.
- 48. As a result of each Defendants conduct, RDS has been, and in the future will be, economically damaged in the amount of up to, or in excess of \$111,666,973.00, plus attorney fees, the exact amount to be proven at trial.

COUNT IV FRAUD (TRIMBLE)

- 49 RDS incorporates all prior paragraphs as though fully set forth herein.
- The statements and acts of Trimble's agents, attorneys, managers and employees were made intentionally or made with reckless disregard of the consequences to RDS.
- 51. The misrepresentations made through the statements and acts of Trimble's agents, attorneys, managers and employees were fraudulent and material.
 - 52. RDS reasonably relied upon the misrepresentations of RDS's agents,

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attorneys, managers and employees.

- 53. RDS's reliance was justified and Trimble's misrepresentations induced RDS into disclosing RDS's proprietary data and business plan and incurring costs in anticipation of performing under the parties' partnership agreement and/or the Trimble Agreement.
- 54. Trimble's misrepresentations induced RDS reasonably to rely upon Trimble's misrepresentations and to invest hundreds of thousands of dollars in anticipation of performing under the partnership agreement.
- 55. As a result of RDS's justifiable and reasonable reliance on Trimble's misrepresentations, RDS has been, and in the future will be, economically damaged in the amount of not less than \$111,666,973.00, the exact amount to be proven at trial.

COUNT V NEGLIGENT MISREPRESENTATION (TRIMBLE)

- 56. RDS incorporates all prior paragraphs as though fully set forth herein.
- 57. The misrepresentations made by Trimble's agents, attorneys, managers and employees, described above, were made in the course of each individual's business, profession or employment with Trimble.
- 58. Each misrepresentation communicated false information to RDS and RDS justifiably relied upon the false information that was communicated to them by Trimble.
- 59. The above described agents, attorneys, managers and employees of Trimble failed to exercise reasonable care or competence in obtaining or communicating the false information to RDS.

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60. As a result of RDS's justifiable and reasonable reliance on Trimble's misrepresentations, Defendant has been, and in the future will be, economically damaged in the amount of not less than \$111,666,973.00, the exact amount to be proven at trial.

COUNT VI BREACH OF CONTRACT

(AT&T, ALASCOM AND CABELA'S)

- 61. RDS incorporates all prior paragraphs as though fully set forth herein.
- 62. The failure of AT&T, Alascom and Cabela's (the "*Marketing Defendants*") to honor the terms and conditions of each such parties' confidentiality agreements was a breach of contract and a violation of the covenant of good faith and fair dealing.
- 63. As a result of the marketing Defendants' breach, RDS has lost the benefit of its bargain, the value of their proprietary information, the investments made in compliance with the Marketing Defendants' agreements and other contracts to perform as agreed, the value of the Copper Center Project and future implementations based thereon.
- 64. In addition and because of the Marketing Defendants' breach, RDS has lost the value of the reasonable profits that RDS was projected to receive as a partner in the Copper Center Project and understood that RDS would lose those profits as the foreseeable result of each Marketing Defendants' failure to keep their promises to RDS.
- 65. The Marketing Defendants are sophisticated business entities which have specific knowledge distribution of software applications and related products and, prior to breaking its promises to RDS, the Marketing Defendants had reason to know what the losses would be that RDS would suffer as a result of those breaches.

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66. RDS has suffered economic losses as a result of the Marketing Defendants' breaches of contract in the amount of not less than \$111,666,973, the exact amount to be proven at trial.

COUNT VII PROMISSORY ESTOPPEL

(MARKETING DEFENDANTS)

- 67. RDS incorporates all prior paragraphs as though fully set forth herein.
- 68. The statements and actions of the Marketing Defendants' agents, attorneys, managers and employees described above promised RDS that RDS had, and would continue to have the benefit of their partnership agreement and related agreements, and subsequent software development for the Copper Center Project in the future.
- 69. RDS relied upon those promises and were induced by those promises to invest hundreds of thousands of dollars in anticipation of performing under the parties' partnership agreement and related agreements.
- 70. The Marketing Defendants' knew that RDS would rely upon its promises to make those investments.
- 71. The marketing Defendants knew at the time RDS was making those investments that those investments were being made.
- 72. Enforcement of Marketing Defendants' promises to RDS is necessary in the interest of justice.

COUNT VIII PUNITIVE DAMAGES

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- 73. Plaintiffs incorporate all prior paragraphs as though fully set forth herein.
- 74. The breaches of duty, and misrepresentation set forth in the preceding paragraphs were intentional, outrageous, and made with reckless indifference to the rights of Plaintiffs such that an award of punitive damages is appropriate.

COUNT IX

SPECIFIC ENFORCEMENT, PRELIMINARY AND PERMANENT INJUNCTION

- 75. Plaintiffs incorporate all prior paragraphs as though fully set forth herein.
- 76. Defendants have deprived RDS of the benefit of its bargain to perform under the parties' various agreements.
- 77. Should Defendants be successful, RDS's business in the limited market will be usurped by the Defendants, hundreds of millions of dollars in potential profits will be wasted and RDS will be caused irreparable and financially fatal injury from which RDS could not, and will not, recover.
- 78. Should the Court fail to specifically enforce and/or enjoin Defendants from continuing to breach each such defendant's respective agreement (in accordance with the terms thereof) with RDS, Defendant will continue to receive the benefits of the RDS's proprietary software in violation of their respective agreements and RDS will continue to suffer irreparable harm for which money damages alone will not be sufficient.

PRAYER FOR RELIEF

Wherefore Plaintiffs pray for relief as follows:

1. Plaintiffs pray for an award of general, past and future economic, and

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other direct damages in the amount to be proven at trial.

- 2. Plaintiffs pray for an award of indirect, special, consequential, exemplary, extraordinary and/or punitive damages in the amount to be proven at trial.
- 3. Plaintiffs' pray for an award of damages for fraud in the amount, plus punitive damages in the amounts to be proven at trial.
- 4. Plaintiffs pray for the return of its investments of in the amount to be proven at trial.
- 5. Plaintiffs pray for a preliminary and permanent injunction to specifically enforce the parties' agreement and/or Contract until such time as the Court shall decide the issues in this case then later.
- 6. Plaintiffs pray that the court award such costs, interest and attorneys fees to which they are entitled under law, and
- 7. Plaintiff prays that the Court award then such other relief they are entitled to under law.

DATED this <u>Ind</u> day of <u>splenter</u>2011.

FRONTIER LAW GROUP LLC

Christopher D. Cyphers, Alaska Bar No. 9812085 Attorneys for Plaintiffs, Recreation Data

Services, Inc.

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U.S. Patent

US 6,459,372 BI Oct. 1, 2002

(10) Patent No.: (48) Date of Patent:

(12) United States Patent

Branham et al.

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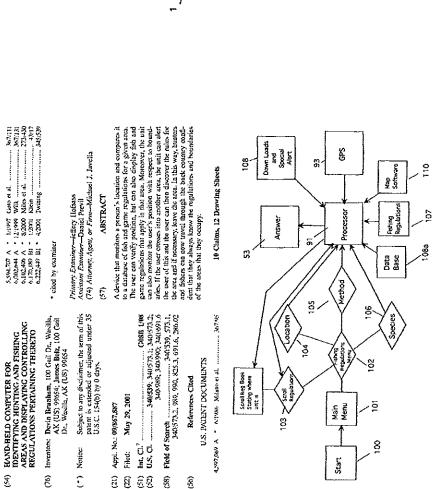
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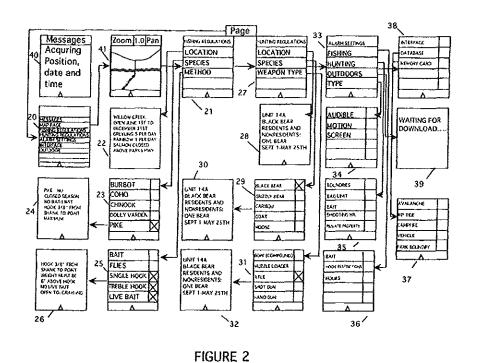
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Figure 1





Start



U.S. Patent

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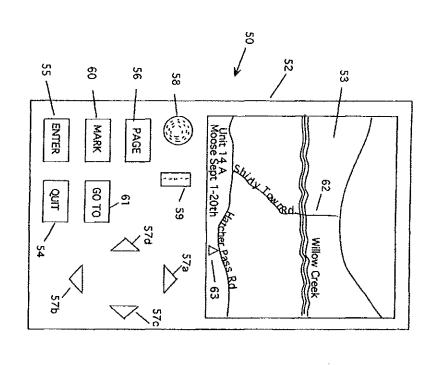
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U.S. Patent

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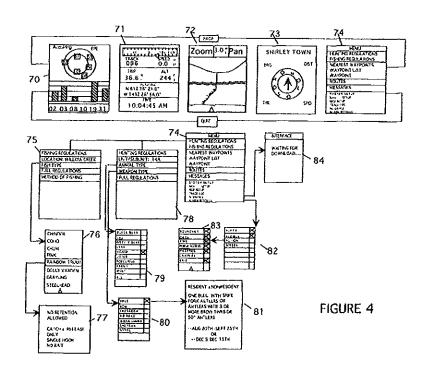
US 6,459,372 BI



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Figure 3

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U.S. Patent

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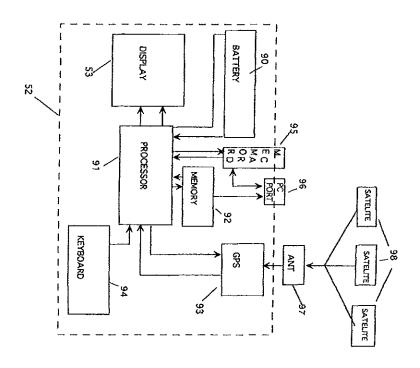
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U.S. Patent

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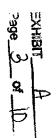
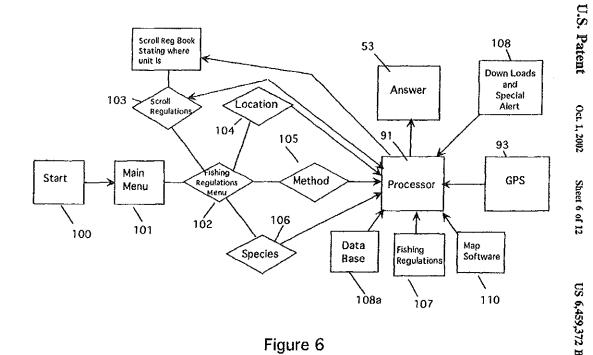
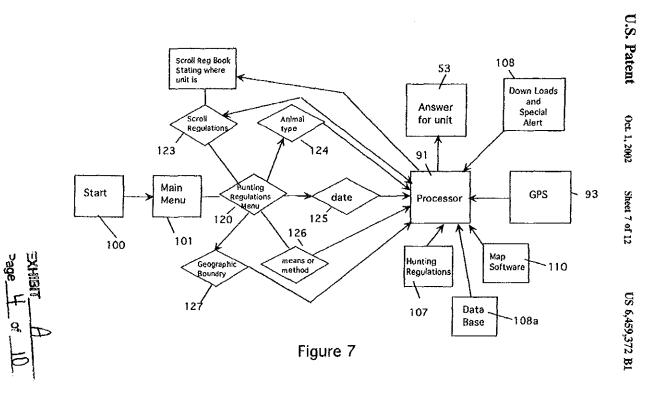
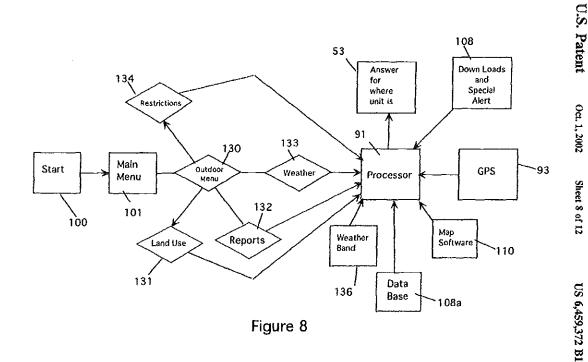


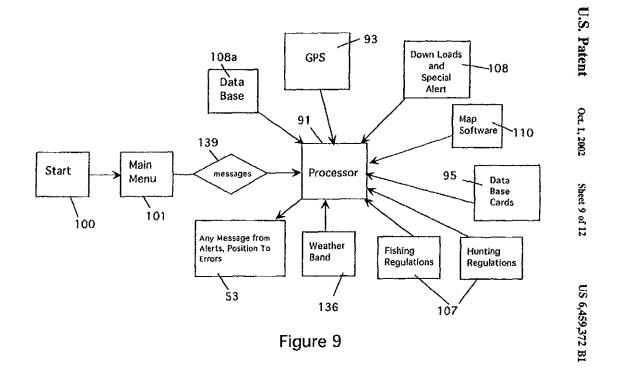
Figure 5

Case 3:11-cv-00195-TMB Document 1-5 Filed 10/03/11 Page 17**EX#IBIT D**17 of 47









HAND-HELD COMPUTER FOR IDENTIFYING HUNTING AND FISHING MEEKS AND DISPLAYING CONTROLLING REGULATIONS PERFENING THERETO

Not Applicable

CROSS REPERENCE TO RELAITED APPLICATIONS

SPATEMENT REGARDING FEDERALLY SPONSORED RESEARCH AND DEVELOPMENT

Not applicable

BACKGROUND OF THE INVENTION 1. Field of the Inventing

Sarellie (GPS) systems and particularly to GPS systems that focuse hunters and fishers with respect to funting and fishing areas to ensure compliance with published regulations. invention relates to portable Global Positioning

Hanting and fishing these days requires an outdoors person to be familiar with many pages of complex regulations, Boundarius are established for funting and fishing that times hunters of fishers cross these boundaries unexpectedly, placing them in violation of the rules. Within an approved area the muther, size and type of fish or animals available Therefore, it is every outdoor person's responsibility to be knowledgeable of these rules and to know where they are at for buning varies from location and with the seasons-and sometimes by days of the week. Many times violations carry permit or forbid people in engaging these activities. Öften, what is legal in one area is illegal in the adjacent areas. Many from small fines to arrest and impresonment 2. Description of the Prior Art

With the volume of information, it is very difficult for the average outdoor person to be totally familiar with the rules and even more, with the specific boundaries of the various. any time within a particular game or fish unit.

All that is needed as a receiver and ten process.

within a few feet, exactly where he or she is, Early systems. gave readrats in latitude and longitude positions. Although helpful, one needs a map to be able to know where one is in Within the last few years a new type of locator has been system) uses a number of satellites to locute one's position. Positioning Satellite system (GPS relation to houndaries. Further developments if GPS systems produced handheld units that translate the satellite data into developed. The Glonal readable maps.

Despite these improvements, there is no device that his the mapping information to lish and game egulations and

BRIEF DESCRIPTION OF THE INVENTION

This invention uses the Global Positioning system in evaluation with a mp distables that tax as a footstack, with a memory outdisse extradeg database that is expanded for faternat downloads. The system can have multiple languages. The databases include current hunting and hishing paghalions, park broundaries, and other spotal nears of

This system has an alert function that alerts the user by audible alarm, screen flash, color change or vibration to any

change in location, regulation changes, hazards or time changes. The alarm is programmable and allows the user is select the alarm settings from a menu.

hours (sunrisersumet), camping restrictions, camplire restrictions, bail restrictions, weapon,lure restrictions, As noted, the alarms can be programmed to alert the use; to regulation changes, entering or approaching a different hunting fishing boundary, unit or sub unit, shooting fishing 10 refuges, public access areas or lack of, bag limit changes, retayes, parata, access and amings, thin ice, high fire that areas (e.g., availanche warnings, thin ice, high fire danner, weather warnings), vehicle restrictions, private shooting restrictions, park boundaries, preserve boundaries dauger, weather warnings), vehicle restriction property, Federal land, and State land locations,

Hunting regulations are stored on a card-disc; carridge for scrull down menu, species, location, weapon, date and time in relation to your current position. Fishing Regulations are also stored on a enreligisci cartridge for each state/enunty/province. These regulations cur be also in multiple languages. As above, these database cards already owned are updated via the Internet or be of fishing, date and time in relation to your current possition. Moreover, the system tells the user if a lake, stream or beach vendor download. Regulations are listed in their entirety and each stain country province. Regulations can be stored in multiple languages, Regulations for database cards alread owned are updated via the latemet or vendor download Regulations are listed in their entirety and are accessible b is accessible by seroll down menu, species, location, metho-4

The system may also have a recreational guide area that allows the dwad reading of scow conditions, lishing reports, lood warnings, suff reports etc., which may be used in conjunction with the radio weather band, for example, to bring real time conditions to the user. has public access and directions to where it is.

FIG. 1 is a plan view of the basic embodiment of the BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 2 is a detail view of menus and sercoms available on FIG. 3 is a plan view of the advanced embodiment of the the basic embodiment of the invention.

FIG. 4 is a detail view of means and sereous available on the advanced embodiment of the invention. ¥

HG. 5 is a schematic block diagram showing the major system components,

FIG. 6 is a flow chart showing the fishing regulations Sib menu.

FIG. 7 is a flow chart showing the hunting regulations

FIG. 8 is a flow chart showing the outdoor menu.

11G. 9 is a flow chart showing the message menu.

HG. 12 is a flow chart showing the interface menu FIG. 10 is a flow chart showing the alert mode menu. FIG. 11 is a flow chart showing the map menu.

DETAILED DESCRIPTION OF THE

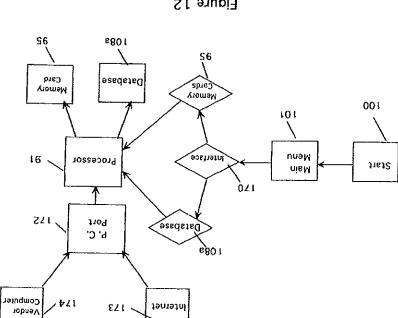
Referring naw to FIG. 1, the front control panel and display for the base emphalment 1 of the devices a shown. The device I has a bassing Jina is waterfroat and, in the preferred embediment, a integen filled. At the opp of the

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Figure 12



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As shown in FIG. 1, the screen is displaying map page. The map shows typical geographic features, such as a creek 10, roads II and hills 12.

FIG. 2 is a table showing the vectors and displays for the basic embodiment of FIG. 1. The user prevess the "page" abutton of to seroll around the various pages. Assignant, 1917. 2. is a chart showing the daw between the various spages. At the to up of the chan is the page between 6. The first page displayed is the menu page 20. As shown, the menu pages has a number of solections, fieldings messages, may page, fishing regulations, hunting regulations, airm softins, interface, and outdoor. The selections are made by using the desired menu item is highlighted. Then, the user pressess the confort hutton's to make the selection and move to the desired. So page until the desired menu item is highlighted. Then, the user pressess the undoor hutton's to make the selection and move to the desired. So

In the top left center of 13G, 2 is the tishing regulations the Page 21. As shown in this billion studenting housines, species, 3. A sand method. The lecturion page is shown as 22, the species, 2. Page is shown as 23. Note that the species page that a left shown on a page exhibiting the Intelliber cover of feat the species have (if this least, pike). The method page is thousand the state of sits a number of sits preference at 25. Again, this page also has a number of sits preference page. A grayin, this page also has a number of sits preference page 26 displays the rules for using a single, the brook

At the top right cunter of TIG. 2 is the bunding regulations page 27. As shown, if has diffus factuling focusion, species and wespon type. The beating page is shown as 28, the species page is shown as 29. Note that like the lishing pages, the burfailty species page has a suppage 30 him thowas page is speak and the right species page has a suppage 30 him thowas page 45 cases, black hear). The weapon page is shown as 31. Again, at case, black hear). The weapon page is shown as 31. Again, and the page 16 he as a number of the page. See commfet. FIG. 2 whow a display for page 32 him shows the rules for using a rifle. Note that this page actually like all animals that can a rifle. The animals are lissed alphabetically and the entire lists and by lower precitied using in this case, a rifle. The animals are lissed alphabetically and the entire lists black hear as heligan especial key, As shown, the figure 1 lists black hear as heligan especial key, As shown, the figure 1 lists black hear as heligan especial key, As shown, the figure 1 lists black hear as heligan especial key, As shown, the figure 1 lists black hear as heligan especial key, As shown, the figure 1 lists black hear as heligan especial key, As shown, the figure 1 lists black hear as heligan especial key, As shown, the figure 1 lists black hear as heligan especial key, As shown, the figure 1 lists black hear as heligan especial key, As shown, the figure 1 lists black hear as heligan especial key, As shown, the figure 1 lists black hear as heligan especial key, As shown, the figure 1 lists black hear as heligan especial key, As shown, the figure 1 lists black hear as heligan especial key. Ą.

The slatim settings page 33 is next. On this page, the alarm can be set for different entageness, such as following, horing, outdoors and type. The type page is shown as page 34, It includes setterions as audible, motion of section. The hunting alarms are shown on page 35. The felting alarms are shown on page 35. The outdoor alarms are shown on page 35 and include things such as availanche danger, whiche restrictions and park boundaries. ş

The interface page is shown as page 38. It includes volcishins such as the main dulabses and connections to a memory card. A sub-series that displays status of the interface is shown as page 39.

The messages scaven is shown as page 40. This scaven provides the user with status and update information. Finally, the map page is shown as page 41. Here, the page shows veceying controls such as pan and zoom for the user's

Referring now to FIG. 3, the front control panel and depty for the preferred embodiment 50 of the device is shown. The device 51 has a housing 25 that is wasterproof and, in the prederred embodiment, is altergen allied. At the color of the housing 25 is aweren. 23 I. In excess 23 is a figured to how manges, wate 33. In excess 25 is a ligated to how manges, wate as the map as bowe in HG. 3 and data as discussed below, in the gettered embodiment, the strength of the start of the start of the order order order or order order. At order order

As in 14G. It, the serious \$3 is displaying map page in [1G, 2]. Note there that the map not only shows typical geographic features, such as a creek, roads and hills. It also labors those features.

FIG. 4 is a table showing the screens and displays for the sale for demoliument of FIG. 3. As before, the user present the "page" buttoo \$5 is scoll around the various rages. The the "page" buttoo \$5 is scoll around the various rages. The user also have the user to the ragin meets page. As the top of the variot the buttoo the various pages. At the top of the chart is the page buttoon \$56, see. The main displays available are shown at the top of the various pages. At the top of the various pages and the top of the various pages of 3. Showing the zooms and their controls. The next is the camp sage 72 showing the zooms and the various. The next is the camp sage 73 showing the zooms and the various. The next is the camp sage 73 showing the zooms and direction to a particular destination. These display pages was an support to the page with the pages.

The last display on the top section is the ment page 74. The ment upper 74 is shown below these pages in the center of the figure. As shown, the mean page 74 has a unmaper of the figure. As shown, the mean page 74 has a unmaper of electrons actualizing, messages, way point lists, taking regulations, hunting regulations, a system schip page, and a nuies page The selections are made by using the servall hardens to move down or up on the page until the desired mean item is highlighted. Then, the user presen the cater button 55 to make the selection and move to the desired

At the left of FIG. 4 is the fasting regulations page 75. As shown, it has files Including focusion, species, and method. The first type page is shown as 76. A subpage 77 shows the rules for the species shown (in this cow, rathbow (read.) What to the fishing regulations page is the banding regulations page 18. We have first regulations page 18. As howen, it has files including until subpage 78.

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Animal type, and weapon type. Below that is a sample of the animal type page 79. Beliwu that is a gage is weapon page 40. This page has a number of sub pages. Here, page 81 obsplays the rules for being a rifle.

The alarm sciffings page 82 is shown below the main menu page. On this page, the alarm can be set for different energence, such as suitible, motion or serven. The outdoor alarms are shown on page 82 and include things, such as bazards, public access restriction, and houndarries.

The inturface page is shown as page 84, it includes selections such as the main database and connections to a memory eard. The page shown displays status of the inter-

The messages served is not shown. However, it operates the same manner as that of the first embodiment.

In the states, manner is a time that construction the the states and displays are representative of the preferred embediment. However, their exact design, is littly gorder, experients and displays are representative of the preferred embediment. However, their exact design, is littly gorder, and other speciely are not limited to a littly gorder barriellar functions is intended to be included within the verye of this design.

Referring new, to FRC, a, a block diagram of the preferred embediment is shown. In this liguer, the bousing 82 are a shortly 90 a central processor 91 a memory steeps unit 92 and Pre-system 92 in faint less, by 44 lichted at well-school and the display screen 83. These comprenents are assembled and the display screen 83. These comprenents are assembled and someweit a large less than the large well known in the art. The found one connected using techniques well known in the art. The found one of more global positionals well line to history and predents surface 197 also show in the art. The intended to an another 97 also using extending the components outside of the housing, 17 decreaments almost from the user of both position and what regulations and inform the user of both position and what regulations and inform the user of both position and what regulations and inform the user of both position and what regulations and inform the user of both position and what regulations and information and predent and and a result in the contraction and what regulations and in the result in the contract of also and the second of an order global grader and what regulations and result in the contraction and predent or an another of the second of the

PlG, 6 is a flowedtart disparan of ishing regulations menu us system. The operational steps are as follows. The user begins in start 100. Start calls to the main minor of for in the depths, at start 100. Start calls to the main minor of for in the depths. Using the servicil keys, and enter buttons, the user selects the fabring, regulations menu 102 from the main tensor as a "seroll engalation" as selection 108, a feature as felerical 104, a method selection 108 and a specieles selection 106. If the user wants information that the regulations, as a feature as selection of 108 in the start in the particular species, from the main the second protection of the second protection of the second protection of the second protection of the second selection of the second selection of the majority referring to the majority and seed selected delaborate 108. The unit the displays all perfection information about that species of that forestion on that day. 2 4 F

If the user selects method, the mythod mean gives obsices as to the type of equipment that can be used, such as policiture and beit types. If the user wants information about the neighborhood of the particular fishing method in a given area, the user selects the method line and then suited the particular method from the method line and the arbitch the particular method from the method. The precessor 91 downloads the location information to determine the regulations until for so hard bodies. The processor then cross-references, with the regulations distributed in the regulations and for so hard deathers (107 and its special detworksods and

alerts database 108. The unit then displays all pertinent information about that fishing method at that location on that day.

then uses that information to determine the regulations unit for that location. The processor then cross-references with the regulations channed 107 and the special downlands, and alone database 108. The unit then displays all pertinent information about fishing at that location on that day. If the user chooses the location selection, the user selects the location line from the menu. The processor 91 down-tooks the location information from the GPS system 93, it the location 3

Finally, if the user selects "seroll regulations," from the ment, the processor brings up all fishing regulations and special alters pertaining to feshing and allows, the user to 18 howest from.

FIG. 7 is a bowchar diagram of hunting regulations mean system. The operational steps are as follows. The user-beguns as start IIO. Start calls up the main mean 101 on the display. Using the serial keys and emter battern, the user keyen beguns as start IIO. Start calls up the main mean 101. Living the serial keys and emter battern, the user has four exhibitors. The main interpolation mean 120 from the main mean 101. It from their an animal type solection 124, a dare solection 125, a means or method sciention 124, a dare solection 125, a means or method sciention 124, a dare solection 126, a means or method sciention 124, a dare solection 127. The user water indication about the regulations for a particular animal type ine and then scients the particular animal type ine and then scients of downloads the location of information form the CRS system 33, it then uses that indication from the CRS system 33, it then uses that including reforming to the map software mother 110. The processor than cross-circumers, with the displays of displays 5, all pertinent information of the other of the first, the processor than cross-circumers, with the displays of the displays information of the other of the first, in processor chains information of the CRS system, map of beaut and the including reforming in the particular greatest the date into in the displays information on an abunding in the particular greatplic oren for that date and then.

If the user solvers means or method, the mean givesordices as in the type of type of cwapon that can be used,
such as how, efficiently reported by the control of the con

If the user selects the geographic location selection from the mean, the reasons of Mondradat the hearing information from the mapping software and GPS system 93, it then uses that information to determine the regulations unif for that location. The pronesses them crows-efferences with the regulations database I/O and the special dawnloads and alters detabase I/O and the special dawnloads and alters detabase I/O and the special dawnloads and life and the special special special companion of that day. Hinally, if the user selects "secol regulations" from the mont, the processor brings up all butting regulations and vescal alters pertaining to bruting and allows, the user to browse them. Ę

In some menus (e.g., in FR), 2) there is an "outdoor" selection on the main menu. 13G. 8 is a flowehard of selections and options typically awailable on that menu. As

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If the user selects reports 132, the processor gats indeed in the interface ment. The interface ment of the interface construction to the user to the order of the conservation to the unit of the interface of the unit of the interface of the unit of the interface of the unit of th

Work reports Stander depending of hearts a feed and securities and special alerts and overlabers, and combined and managed and control of the unit, The processor gets information from the CRS and mapping software as to the desired managed and control of the managed of the unit, The processor gets information from the CRS and mapping software as to the learner statistics of the processor gets information and wather transfer and software states whether the statistic securities and software to the learner of the unit. The unit these states whether the statistic securities and wather than the securities of the processor gets information from the CRS and mapping software so to the learner of the unit. The unit these cards the states of the many first the states of the specifications of the processor gets information from the CRS and wather warmings and weather trade 180 to receive up to the desired months of the unit. The unit these states the states of the processor the states of the states of the processor the states of the

utidoor alerts, the restrictions are such things as campion, complier restrictions, and weather alerts.

All the alert modes use information chained from the CRN system \$8, the special after and downloads and alerts databese 108, weather band 136, and burning and liching se regulations. 107 to configure the alert based on the parameters selected. These are then the pracessor \$1, which

monoisone the selected parameter. For an out of parameter crading, For example, builting and fishing assenses are typically date and line assensities, By selling the idea to date and line, the wind can also a vise when the time for fishing is over fire that date.

11G. II is a flowchart diagram of the map menu. Here, as before, the twer selects start 100, and then the main menu 101. From the main menu then selects the map selection 106. Take then upgages the processor 24 to acquire a position. It wing the GPS system 93 and the map software module 110 to display a details map of the user's location on the display 53.

ing therete compaising:

b) a display screen, installed in said bousing.

a plurality of operating keys, attached to said heusing;
 d) a central processing unit, it operative connection with said display success and said plurality of operating keys, installed within a said housing.

memory unit, in operative communication with said

f) a database, stored in said memory unit, whereby said database includes a set of regulations for buning and fishing for a designated area;

The hard-back computer of claim 3 wherein the means is 5. The hard-back computer of claim 3 wherein the means is for updaing information stored in said database comprises:

3) an internet wethelie, wherein said internet wethele has 5 updained information that is downloadable to a host

b) an interface, in operable communication with said bost computer and said hand-held computer to allow information transfers from said host computer to said hand-

computer; and

A hand-held computer for identifying hanting and lishing areas and displaying controlling regulations pertain-ing thereto comprising:

of envering the depolar server, installed in said housing;

(a) plurality of operating keys, attached to said housing,

(b) a central processing unit, in operative connection with
said chighly serven and said plurality of operating keys, installed within said housing;

e) a memory unit, to operative communication with said central processing unit;

f) a database, stored in said memory unit, whereby said database includes a set of regulations for huntury and fielding for a designated area;

housing and in operative communication with said central processing unit advertey and global position on said central processing unit and turbor websetsy said central processing unit and turbor websetsy said central processing unit uses the geographic position to carried as set of regulations for hunting, and fishing for that geographic position and causes said set of regulations for hunting, and fishing for that geogrammable alarm system having a plutaity of alarm settings, wherein said propyrammable alarm system having a plutaity of alarm settings, wherein said programmable alarm system. ç g) a global positioning satellite receiver, installed in said

tem is programmed to provide a warning, signal in response to variations in a user's presition that moves a user from a first regulation unit to a seaved regulation.

unit.
7. The hand-beld computer of claim 6 wherein the plu-rality of alarm settings is selected from the group of: changes

Housing for a development action in produces a geographic in said bloosing, and in operative contraction with said contract processing unit whereby said global positions of contract processing unit whereby said global positions to contract processing unit whereby said global positions to contract processing unit whereby said contract processing unit whereby where as a set of regular processing unit whereby whereby where as a contract processing unit whereby where a set of regulations for the regulations between the set of regulations in a population communication with said contract processing unit whereby where a set of regulations whereby where a set of regulation in a position.

2. The hand held computer of claim 1 whereby unit; a delabora, stored in said memory and substitutions, weapon there contrictions, showing restrictions, amonger nexticitions, when the computer of claim 1 whereby and the strain of the strain o

 b) storing a set of fishing regulations in said database;
 c) storing toxation information applicable to said sets of hunting and fishing regulations in said database; a) stocing a ser of bunting regulations in said database;

d) transporting said hand-held computer to a given field location;

a

e) using vaid global prediforning satellite receiver installed in said hand-held computer to determine an evact position of said hand-held computer, f) using said location information stored in said database, to determine applicable regulations for hunting and fishing for the cased position identified by the global position in such position identified by the global positioning satellite receiver. 4

g) setting the alarm system to indicate an alert condition, whereby sail alert condition being activated when said hand-beld computer is moved from a line regulated area to a second regulated area; and 3

 b) having said alarm system signal a user when said band-held computer moves from said linst regulated or fishing regulations in a given area utilizing a hand-held computer of claim 8 further compressing the Neps of: area to a second regulated area.

9. The method of obtaining information regarding hunting ¥.

activities and restrictions, whereby said plurality of warning indicators regarding a plurality of activities and restrictions are based on specific georgraphical locations, and s) programming said programmable alarm system with a plurality of wurning indicators regarding a plurality of activities and restrictions, whereby said plurality of activities and restrictions.

displaying one of said plurality of warning indicators when a user selects information about the one of said

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plunlity of warning indicators for a given geographic refeation. from a selection menu displayed on said display verse.

10. The method of obtaining information regarding huntering of thempy regulations in a given area utilizing a band- a held computer of claim of wherein the plantiation standarding and audicitions is restrictions is selected from the group of changes in funting hours, changes in fishing thours, camping

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MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is by and between Recreational Data Services ("Company"), with a place of business located at 3330 Creekside Dr. Anchorage, AK 99518, and Tripod Data Systems, Inc. ("TDS"), with its principal place of business at 345 SW Avery Avenue, Corvallis, OR 97333, (each a "Party" and collectively the "Parties").

RECITALS

- A. The Parties desire to assure the protection and preservation of the confidential and/or proprietary nature of information, which may be Disclosed or made available to each other for the limited purpose of discussing the terms of a prospective business relationship ("Purpose"). In the course of the Parties' discussions relating to the Purpose, the Parties expect that each is or may become a Recipient of the other Party's Confidential Information, as defined below.
- B. The Parties intend by this Agreement, among other things, to limit the manner and extent to which each Recipient may use or Disclose the other Party's Confidential Information.
- C. In consideration of the Parties' mutual promises below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Definitions.
- 1.1. "Others" shall mean any individual or entity not a Party.
- 1.2. "Confidential Information" shall mean any information or material of a confidential or proprietary nature relating to the existing or prospective business and/or technology of a Party or Others or to the Purpose. Confidential Information includes, but is not limited to a Party's business, customer, technical or engineering information.
- 1.3. "Disclosing Party" shall mean the Party that makes a Disclosure of information to the Recipient.
- 1.4. "Disclose" shall mean to communicate in writing; electronically; in machine readable form; by demonstration; by access to plans, diagrams or equipment; or orally, either directly, or through a Party's agents. Derivatives of the word "Disclose" (e.g., Disclosure, Discloses, etc.) shall have substantially the same meaning.
- 1.5. "Recipient" shall mean the Party that receives a Disclosure of a Disclosing Party's Confidential Information, whether from the Disclosing Party or otherwise.
- 2. <u>Exclusions</u>. Notwithstanding any other provisions of this Agreement, each Party acknowledges that Confidential Information shall not include any information which:
- Is already known by Recipient prior to the Disclosure without restriction on Disclosure;
- 2.2. Is independently developed by or for the Recipient without breach of this Agreement;
- 2.3. Becomes publicly known through no wrongful act of Recipient;
- 2.4. Is lawfully received, without obligation of confidentiality, by Recipient from Others;
- 3. <u>Designation of Confidential Information</u>. Each Disclosing Party shall affix or incorporate in any written Confidential Information it Discloses to a Recipient an appropriate statement identifying the information as the Disclosing Party's Confidential Information, such as "[name of Party] Confidential Information" or words of like meaning. If the Confidential Information is orally disclosed, the Disclosing Party must indicate the confidential nature of the information at the time of disclosure and confirm in writing, that such information was confidential and proprietary within thirty (30) days of making such an oral disclosure of Confidential Information.
- 4. Obligations of Confidence. Except as expressly permitted or further restricted by Paragraph 5, each Party agrees as Recipients of an Disclosing Party's Confidential Information that it will:

- 4.1. Not Disclose such Confidential Information to Others.
- 4.2. Exercise the same degree of care to protect such Confidential Information from any possession, use or Disclosure not expressly permitted by this Agreement, that the Recipient generally uses to protect its own information of similar nature, but no less than a reasonable standard of care.
- 5. <u>Permitted Possession, Use and Disclosure</u>. Each Disclosing Party's Confidential Information may be possessed, used and Disclosed by a Recipient only as follows:
- 5.1. Possession and Use. A Recipient may possess, use and reproduce such Confidential Information solely for the purpose of the Purpose and having discussions between the Parties relating to the Confidential Information or the Purpose. Such use shall not include Disclosure except as expressly permitted below. The Parties agree that nothing in this Agreement prohibits competition of the Parties in the marketplace.
- 5.2. Disclosure.
- 5.2.1. Employees and Consultants, A Recipient may Disclose such Confidential Information to its employees, legal and financial advisors, and consultants on a strict "need to know" basis and solely for the use specified above in Paragraph 5.1, provided that each such person to whom such Disclosure is made is notified of the confidential nature of the Disclosure and agrees in advance not to use or Disclose such Confidential Information except as expressly permitted by the terms of this Agreement. Notwithstanding the above, the recipient of Confidential Information may disclose Confidential Information to (1) employees of its parent company or, (2) employees of a wholly-owned subsidiary of its parent company or, (3) employees of the recipient of Confidential Information's wholly owned subsidiaries, provided that such employees have a need to know for the purposes of this Agreement and are under an obligation to hold such information in confidence.
- 5.2.2. Required Disclosures. Disclosure of any Confidential Information by a Party hereunder shall not be precluded if such Disclosure is required by the Recipient pursuant to court or administrative order, but only to the extent required and provided that the Recipient in each instance before making such Disclosure first (i) promptly upon receipt of such order notifies the other Party of such order; and (ii) cooperates with the other Party in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting Disclosure or use of the Confidential Information, at no cost to Recipient.
- 5.3. Return or Destruction of Confidential Information. Upon conclusion of the Purpose, the Recipient shall, at the

Page 1	Confidential	EXHIB	T	B	
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Disclosing Party's option, either: (a) promptly destroy all copies of the written Confidential Information in its and its representatives possession and confirm such destruction to the Disclosing Party in writing, or (b) promptly deliver to the Disclosing Party all copies of the written Confidential Information in its and its representatives' possession.

- Miscellaneous.
- 6.1. Each Party warrants that it has the right to Disclose all Confidential Information provided under this Agreement and agrees to indemnify and hold harmless the other Party from any liability arising from a breach of this warranty. Furthermore, the Parties agree that the Confidential information provided by either Party to the other Party is provided "as is." No other warranties with respect to Confidential Information are made by either Party.
- The Recipient acknowledges that remedies at law may be inadequate to protect the Disclosing Party against any actual or threatened broach of this Agreement by the Recipient or by its representatives and, without prejudice to any other rights and remedies otherwise available to the Disclosing Party, the Recipient agrees to the granting of injunctive or other equilable relief in the Disclosing Party's favor, without proof of actual damages.
- Each Party certifies and warrants that such Party will not export, directly or indirectly, the other Party's Confidential Information or any portion thereof in violation of any relevant law or regulation, including without limitation any law or regulation of the United States government or any agency thereof.
- 6.4. Nothing in this Agreement shall operate to create or transfer an ownership or other interest in any Confidential Information, nor require the Disclosure by a Disclosing Party of any of its Confidential Information, nor restrict, inhibit or encumber any Disclosing Party's right or ability to dispose of, use, distribute, Disclose or disseminate in any way its own Confidential Information or to release or modify by further agreement the obligations of any Recipient or Others with respect to such Disclosing Party's Confidential Information.
- Nothing herein shall obligate either Party to enter into any business arrangements or agreements with the other Party. The terms of confidentiality under this Agreement shall not be construed to limit either Party's right to independently develop or acquire products without use of the other Party's Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently, or in the future, be developing information internally, or receiving information from

- other . that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Receiving Party will not develop or have developed for its products, concepts, systems or techniques that are similar to, or compete with, the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.
- 6.6. This Agreement shall be effective as of the date the Agreement is fully executed and shall continue for a period of one (1) year thereafter unless terminated earlier by writter, notice from one Party to the other. Either Party may terminate this Agreement at any time with or without cause upon notice to the other Party. The obligation of confidence and non-use set forth under this Agreement shall be for five (6) years from the date of Disclosure despite any earlier termination of this Agreement. Neither Party may disclose the existence or terms of this Agreement without the prior express written consent of the other Party.
- Should any provision of this Agreement be deemed illegal or otherwise uncritorocable, that provision shall be severed and the remainder of this Agreement shall remain in full force and effect
- 6.8. Neither Party may transfer or otherwise assign its rights, duties or obligations under this Agreement to any other person or entity, in whote or in part, without the prior written consent of the other Party.
- If a legal action between or among any Parlies arises from this Agreement or the conduct of any Party with respect to any Disclosing Party's Confidential Information, a prevailing Party shall recover from the other Party or Parties to the action its reasonable attorney fees and costs of suit.
- 6.10. This Agreement shall be governed by the laws of the State of Oregon, without reference to conflict of laws principles
- 6.11. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
- 6.12. The signatories hereto warrant and represent that they are duly authorized to bind their respective entities and to execute this Agreement
- 6.13. This Agreement contains the sole and entire agreement between the Parties related to the Disclosure of Confidential Information with respect to the Purpose.

ective as of the later of the

WITH INTENT TO BE BOUND, TOS and Company had dates indicated below.	executed this Mutual Nondisclosure Ac	reement, effe
TDS:	Company:	
Printed Name WILLIAM MARTAN And Tille Presidut Dated 3/12/09	By Brian Feucht President Dated: 3/12/65	
:	Page 2 C	pnfidential

Friday, March 13, 2009.jpg

Remington. Sportsmann

Project Code Name: Copper Center

Smartphone

Manufactured By: Trimble Powered by: RDS 以表面定

WHARING NA EOTAC DAKOTA ARMS PARER(ILI)

Remington. Marlin M

HARRINGTON STATES



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Year 5	6,343	10,743	17,086
Vear 4	129,563	219,421	348,984
Year 3	472,527	800,247	1,272,774
Year 2	379,385	642,508	1,021,893
Year 1	58,835	99,639	158,474
	Hunters	Fishermen	Totals

2,819,211 Potential Unit Sales

incremental revenue as the old model phases out, self perpetuating the product The refresh rate on hardware is every 2 years, so a new model would be introduced late in the second year, which would create new volume and category. Next generation model volumes are not reflected here



Remington. Marlin of Figures

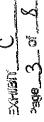
Contions Contions Contions Continued to the continued to



	Vear 1	Vear 2	Year 3	Vear 4	Vear5
OEM Units	158,474	1,021,893	1,272,774	348,984	17,086
Purchased Units	93,500	602,917	750,937	205,901	10,081
Total Units	251,974	1,624,810	2,023,711	554,885	27,167
RDS Revenue	\$ 1,213,594	\$ 11,603,729	\$ 32,669,969	\$ 48,017,016	\$ 51,544,569
Remington Revenue	\$ 1,121,996	\$ 9,653,950	\$ 27,028,362	\$ 39,915,551	\$ 42,892,605

Unit to Download Multiplier = .59 (net of initial free state) 100% of units come with unlock key for 1 free state 5% of units download 3+ additional states 10% of units download 2 additional states 35% of units download 1 additional state YOY Renewals = 80% Assumptions:

•OEM units come installed (unlock key) on the phone and generated revenue for RDS at a rate of \$8.00 / unit. Purchased units are incremental based upon the assumptions above and generate revenue for Remington and RDS at a 60:40 split.







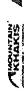


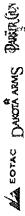












SDK Application Analysis



	Year 1	Year 2	Year 3	Year 4	Year 5
3rd Party Application Units	376,812	2,805,620	5,832,960	6,662,757	6,703,384
3rd Party Applications / Unit			7		7
3th Party Application Revenue	3,251,886	3,251,886 \$ 24,221,127	\$ 50,338,446	\$ 57,499,596	\$ 57,499,596 \$ 57,850,201
Application Store Access (30%)	\$ 975,566	975,566 \$ 7,266,338 \$ 15,101,534	\$ 15,101,534	\$ 17,249,879	\$ 17,355,060
RDS Revenue	\$ 487,783	487,783 \$ 3,633,169	\$ 7,550,767		\$ 8,677,530
Remington Revenue	\$ 487,783	\$ 3,633,169	\$ 7,550,767	\$ 8,624,939	\$ 8,677,530

	All users purchase 2 3rd party apps per year Or this can be viewed as 20% of users purchase 1 and par / month	Average cost of 3rd Party apps is \$8.63	30% of gross revenue is collected for access to app store	Revenue is split 50-50 hetween Remington and RDS
--	---	--	---	--



















Assumptions:



Back Office Naragement

Customer Service 1-800-Sportsman

Trimble

- Responsible for managing a call center for end-user hardware issues
 - Responsible for warranty and repair
- May generate revenue through extended warranty plans (split with carrier)
 - Current Trimble products have a warranty rate of .07%

- Responsible for managing a call center to support end-user software issues
 - Responsible for managing all product support and application servers
- Responsible for managing the back end of the Remington Application Store

Carrier

Responsible for managing a call center to support coverage / service issues

Remington

- Responsible for managing the front end of the Remington Application Store
- Remington customer service would direct phone related calls to the appropriate call center as described above













THE PARTY OF THE P	Year 1	Year 2	Year 3	Year 4	Year 5	5 vear total
Annual unit sales	158,474	1,021,893	1.272.774348 984	148 984	17 086	2 819 211
Cumulative unit sales	158,474	1,180,367	2,453,141	2,802,125		117/010/2
HW Revenue COG	118,697,026	765,397,857	953,307,726	261,389,016	12,797,414 \$	\$ 2,111,589,039
PCOG	76,569,331	474,399,489	585,476,040	160,532,640	7,859,560	
9000	8,308,792	53,577,850	66,731,541	18,297,231	895,819	
Remington Margin	9,495,762	61,231,829	76,264,618	20,911,121	1,023,793	\$ 168,927,123
Gross margin	24,323,141	176,188,690	224,835,527	61,648,024	3.018.242	
GM (in %)	20.49%	23.02%	23.58%	23.58%	23.58%	
Expense						
R&D	4,747,881	30,615,914	38,132,309	10,455,561	511.897 \$	\$ 84,463,562
G&A	2,373,941	15,307,957	19,066,155	5,227,780	255,948	
Total expense	7,121,822	45,923,871	57,198,464	15,683,341		\$ 126,695,342
N.O.I	17,201,319	130,264,818	167,637,064	45,964,683	2,250,397	\$ 363,318,281
	14.5%	17.0%	17.6%	17.6%		

NA EOTAC DAKOTÁ ARMS PAKIR (KI) KHAKIS Remington. Mariin K



	Year 1	Year 2	Year 3	Year 4	Year 5	5 year total
Annual unit sales	158,474	1,021,893	1,272,774	348,984	17,086	2,819,211
Cumulative unit sales	158,474	1,180,367	2,453,141	2,802,125	2,819,211	
Zone SW initial purchase	1,267,792	8,175,144	10,182,192	2,791,872	136,688	
Zone SW User 1st Year	1,869,993	12,058,337	15,018,733	4,118,011	201,615 \$	33,266,690
Zone SW User continuing		4,031,579	30,028,536	62,407,907	71,286,060	
3rd party apps	975,566	7,266,339	15,101,536	17,249,882	17,355,186 \$	57,948,509
Initial data sales	396, 185	1,532,840	1,909,161	523,476	25,629\$	4,387,291
Update data sales		150,550				
Software Revenue	4,509,536	33,214,789	72,240,159	87,091,148	89,005,178 \$	286,060,810
900						
Zone SW	1,121,996	9,653,950	27,028,362	39,915,551	42,892,605	120,612,463
3rd party apps	487,783	3,633,170	7,550,768	8,624,941	8,677,593	28,974,255
Total COGS	1,609,779	13,287,119	34,579,130	48,540,492	51,570,198 \$	149,586,718
Remington's Revenue	1,213,594	11,603,729	32,669,969	48,017,016	51,544,569 \$	145,048,877
	26.9%	34.9%	45.2%	55.1%	57.9%	
Gross margin (RDS)	2,899,757	19,927,670	37,661,029	38,550,656	37,434,980 \$	136,474,092
GM (in %)	64.30%	60.00%	52.13%	44.26%	42.06%	
Expense						
R&D+G&A+Ops	5,108,970	4,891,685	4,915,420	4,945,522	4.945,522 \$	24,807,119
Total expense	5,108,970	4,891,685	4,915,420	4,945,522	4,945,522 \$	24,807,119
N.O.I	(2,209,213)	15,035,985	32,745,609	33,605,134	32,489,458 \$	111,666,973
	-49.0%	45.3%	45.3%	38.6%	36.5%	

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	Year 1	Year 2	Year 3	Year 4	Year 5	5 vear total
Annual unit sales	158,474	1,021,893	1,272,774	348 984	17 086	2.819.211
Cumulative unit sales	158,474	1,180,367	2,453,141	2,802,125	2.819.211	
Gross HW revenue	118,697,026	765,397,857	953,307,726	261,389,016	12,797,414 \$	2,111.589.039
Gross SW revenue	4,509,536	33,214,789	72,240,159	87,091,148	89,005,178	
Total gross revenue	123,206,562	798,612,646	1,025,547,885	348,480,164	:	
Remington revenue						
HW Revenue	9,495,762	61,231,829	76,264,618	20,911,121	1.023.793 \$	168.927.123
SW Revenue	1,213,594	11,603,729	32,669,969	48,017,016	:	
Total revenue	10,709,356	72,835,558	108,934,587	68,928,137	52.568.362 \$	313,976,000
Marketing						
Pre-launch	000,009					
TV (47.62% of marketing)	2,001,579	13,612,966	20,359,874	12,882,669	9.825.027	
Prints (23.8% of total mrkt)	1,001,325	6,810,125	10,185,384	6,444,781	4.915.142	
Web (4.8% of total mrkt)	200,265	1,362,025	2,037,077	1,288,956	983.028	
Others (23.8% of total mrkt)	1,501,452	6,810,125	10,185,384	6,444,781	4.915.142	
Total marketing	5,304,620	28,595,240	42,767,719	27,061,187	20,638,339 \$	124,367,105
Remington net revenue	5,404,736	44,240,318	66,166,868	41,866,951	31,930,023	189,608,895
Remington margin %	90.5%	%2'09	60.7%	%2'09	60.7%	
% of gross sales	4.4%	5.5%	6.5%	12.0%	31 4%	7 ₀ 0

EOTAC DAIOTA ARMS

Christopher Cyphers

From:

Chaur-Fong Chen < Chaur-Fong_Chen@Trimble.com>

Sent:

Monday, December 06, 2010 1:18 PM

To:

Curtis McQueen

Cc:

Mary Duncan; Brian Feucht

Subject:

Re: Per Friday's phone conversation

Curtis,

It was great to have a chance catch up with you last Friday.

We have made steady progress on the Copper Center Project (Trimble/Remington/RDS's outdoor recreation solution). The project involves many parties and therefore carries tremendous complexity for the team to address. We are in the process to have upper management from all parties get together to start the legal discussion. One of the partners, Remington has a recent change in key management position (the CEO) and is in the final stage to fill the position. Remington's board would like to have the new CEO takes the ownership of the project, since this is a substantial project for all parties involved. I agree and also believe this is a sensible business decision for the project. Remington is anticipating to fill the position between now and Q1 next year. While we are waiting for the new Remington's CEO, we will be working with Verizon to define a business relationship (we have previously met with AT&T to outline the potential business arrangement). The team will also conducting another comprehensive national survey to re-qualify the market potential and product adoption scenarios.

Since the Copper Center device is the foundation of the MDS product, we do need to have Copper Center Project in place before we can moving MDS project forward. I believe we should be able to go back to further the MDS discussion in February 2011. Meeting with Senator Begich's office could happen earlier since it is a critical supporting event to strengthen our believe for providing opportunity and solution to your organization, tribal, and VA communities.

Thank you very much for your patience and continuous support.

Chaur-Fong

On Dec 6, 2010, at 10:19 AM, "Curtis McQueen" < Curtis@eklutnainc.com > wrote:

Chaur-Fong,

As we discussed, please send me a e-mail letting me know what I can share with our Board at tomorrow's Board meeting on the progress and current status of our project with Trimble and when we will be resuming discussions. I will share your analogy of the duck as well. ©

Best regards,

SAMEN D

Curtis J. McQueen

Chief Executive Officer

<image003.jpg>

16515 Centerfield Dr., Ste. 201 Eagle River, AK 99577

P: 907.696.2828

F: 907.696.2845

www.eklutnainc.com

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THIS AGREEMENT ("Agreement") is entered into this day by and between RECREATIONAL DATA SERVICES, INC., an Alaskan corporation, 7100 Homer Dr., Anchorage, AK , 99504, ("RDS") and	n, having an office at decay. ce at One collectively, the sense of the text
defined below, for the purposes and uses recited herein.	
NOW, THEREFORE, in order to induce such transfer, the Parties ag	ree as follows:
Purpose:Copper Center	
1. Proprietary Information shall mean any information and Receiver by Transmitter hereunder, including but not limited to prodevelopmental, marketing, sales, operating, performance, cost, know-process information, computer programming techniques, and all reconstraining or disclosing such information and techniques, which is disclosed Agreement. Proprietary Information shall include without limitation any draw schematics, samples, models or prototypes, or parts thereof. 2. Transmitter agrees to make known to Receiver, and Receiver Proprietary Information solely for use in connection with the purposes recited.	oprietary, technical, how, business and ord bearing media sed pursuant to this rings, specifications, er agrees to receive
other purposes whatsoever.	a aboto and for no
3. All Proprietary Information delivered pursuant to this Agreemed (a) shall if in written or physical form (including infelectronic data systems or in storage media), be marked "Proprietar or with a similar legend by Transmitter before being turned over to Re (b) shall if orally disclosed, be reduced to written form ide Proprietary Information and delivered to the Receiver within thirty (3) disclosure; (c) shall not be copied, distributed, disclosed, or disse Receiver's business organization, except as expressly allowed her	formation stored in ry" or "Confidential", aceiver; entifying the items of 0) days of such oral eminated outside of
form by Receiver without the prior written consent of Transmitter; (d) shall be maintained in confidence using the same de Receiver employs with respect to its own Proprietary Information maintained with less than a reasonable standard of care, and may a those employees of Receiver who have a need to know the same same for the purposes recited above, and have been informed of the Agreement; or as necessary in accordance with government rules a by order of a court or governmental agency; or in the case of Cabele its parent, companies under common control and affiliated companies to know the same in order to advise Cabela's with respect to the Agreement and who agree to observe the obligations hereof; (e) shall not be used by Receiver for any purposes, e stated herein, without the express prior written permission of Transmi	egree of care which n, but in no event only be disclosed to in order to use the e obligations of this nd/or regulations or a's, to employees of es who have a need the purposes of this except as expressly
	EXHIBIT F
	2age 1 of 3

- (f) shall remain the property of and be returned to Transmitter (along with all copies thereof, including all copies stored in electronic data systems) within thirty (30) days after receipt by Receiver of a written request from Transmitter, and upon expiration of this Agreement. At the conclusion of the use of Proprietary Information received from Transmitter, or termination of this Agreement as set forth elsewhere in this Agreement, Receiver shall ensure that all copies of all Proprietary Information, whether or not incorporated in other programs, data compilations, or otherwise intermingled with data not subject to this Agreement, shall be removed from all electronic data systems and storage media.
- The obligations of paragraph 3 shall not apply however to any information which:
- (a) is already in the public domain at the time of disclosure or later becomes available to the public through no breach of this Agreement by Receiver;
- (b) was, as between Transmitter and Receiver, lawfully in Receiver's possession prior to receipt from Transmitter without obligation of confidentiality;
- (c) is received by Receiver independently from a third party without obligation of confidentiality; or,
- (d) is independently developed by Receiver, as evidenced by its business records.
- 5. Proprietary Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.
- 6. Unless mutually agreed otherwise in writing, Receiver's obligations hereunder with respect to each item of Proprietary Information shall terminate three (3) years from the longer of the date of the receipt thereof by Receiver or the termination date.
- 7. Receiver shall have the right to refuse to accept any information under this Agreement and nothing herein shall obligate Transmitter to disclose to Receiver any particular information.
- 8. Unless mutually agreed otherwise in writing, the Parties hereto shall not be obligated under the terms hereof to compensate each other for disclosures of any information under this Agreement and agree that no warranties of any kind are given by Transmitter with respect to such information or any use thereof.
- 9. Transmitter and Receiver shall have no obligation to enter into any further agreement with each other except as each, in its sole judgment, may deem advisable. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of any Proprietary Information and materials which may accompany the disclosure shall not result in any obligation to grant Receiver rights therein.

10. The primary but not exclusive points of contact for the transmission and control of Proprietary Information exchanged hereunder are:

FOR: [ABECA'S Incorranged]

NE 69160

For: RDS

7100 Homer Dr.

Anchorage, AK 99504

Atin: THOMAS PATELHER

Attn: Brian Feucht

23ge 2 of 3

E-Mail: THOMAS. INTUNER E/ACCIAS. Com E-Mail: bleucht@aolalaska.com

- 11. This Agreement shall be effective as of the date recited on the first page hereof. It may be terminated, with or without cause, with respect to further disclosures upon five (5) days prior notice in writing. This Agreement shall automatically terminate one (1) year from its effective date. The rights and obligations accruing prior to termination as set forth herein, shall, however, survive the termination as specified in this Agreement.
- 12. This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement may not be assigned by either Party without the prior written consent of the other Party, except to a successor in ownership of the entire business to which this Agreement relates, who shall expressly assume in writing the performance of the terms and conditions of this Agreement. This Agreement is made subject to and shall be construed under the laws of the State of North Carolina, without regard to its conflict of laws provisions.
- 13. The Parties each agree that they will not, without the prior written consent of the other Party, directly or indirectly solicit any employee of the other Party or induce any employee to leave the other's employment during the term of this Agreement or for a period of one (1) year after the termination or expiration of this Agreement.
- 14. Any and all export and re-export from the United States of America of any Technical Data or Commodities hereunder shall be made pursuant to such laws and regulations applicable thereto, including the U.S.A. Export Administration Act and any regulations issued pursuant thereto.

IN WITNESS WHEREOF, the Parties hereto represent and warrant that they have the authority to cause this Agreement to be executed in duplicate by their duly authorized representatives.

ABELAS LA COMPORATED

Name Thomas Millians

Title: CEO

RDS INC.

Name: Brian Feucht

Title: President

TRIMBLE OUTOOORS

Tempe, Arizona

"We're proud to see our GPS technology helping people enjoy the great outdoors and cultivate active, healthy lifestyles."

- Larry Fox, Director of Business Development, Trimble Outdoors



0

Better Tracked Trimble Navigation Ltd. has a long track record of using GPS technology to increase efficiencies in the agriculture, engineering and construction industries. Several years ago, Trimble's leaders asked a question: Could they apply that same technology to their love of the outdoors and desire for an active lifestyle? And the answer was Trimble Outdoors.

The Trimble Outdoors vision was born at about the same time that AT&T formed its own vision of how mobile data communications could dramatically expand the capabilities of mobile devices well beyond simply making phone calls. The result has been a strong relationship, reinforced by AT&T's open and collaborative approach to working with developers.

"Our cotleagues at AT&T were willing to invest the time and resources to help us realize our vision," says Larry Fox, director of business development at Trimble Outdoors. "And they've offered more than dedicated product management resources to help us deploy our apps on wireless devices. They've also worked with us to launch our products, raise awareness and mature our business strategy."

The outcome of this collaboration is a suite of mobile applications — Trimble Outdoors¹⁰, AllSport GPS and Geocache Navigator¹⁰ — that enables athletes and outdoor enthusiasts not only to find their way while out on the trait but also to document trips, share photos and video, and even track workouts and calories burned.

AT&T's collaboration with Trimble is just one example of how AT&T is imagining new possibilities and collaborating with developers to bring fresh capabilities to wireless devices.

EXHIBIT G

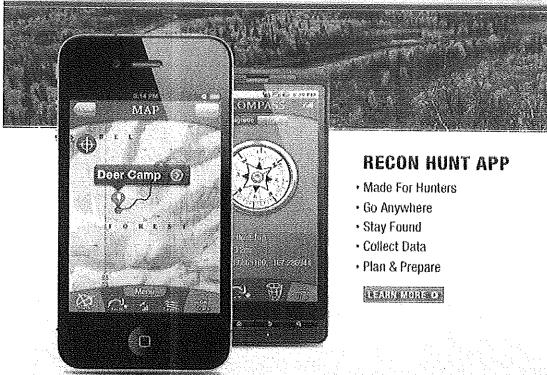
AT&T Inc.



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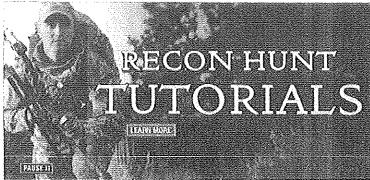
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How To

Cabela's Recon Hunt By Trimble Navigation Limited

Charles treath train to a more only a none only at mone of it and it a to one and it and it

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Description

CO ANYWHERE

NEW! See public land boundaries and hunting zones in 11 states, including A2, CA, CO, ID, MT, NM, NV, OR, UT, WA, and WY. Try it free for 7 days

Cabela's Recon Hunt is the first mobile navigation app hullt solely for hunters. With Recon Hunt, you can find hunting apots on detailed maps, track wildlife, take trophy photos and backtrack home. Recon Hunt also tracks other essentials as well: weather forecests, sun and moon phases, trip stats and ballistics information. Our power saver technology monitors how you use the app in order to preserve battery power. Plus, Recon Hunt works in remote places without the need of data and cellular signals.

· Recon Hunt uses the GPS built into your iPhone to track your location with GPS satellites. No data or phone signal

· View unlimited topographic maps in the Hnited States and Canada. Topo maps are 1:24K scale in the Lower 48,

\$4.49

Category Sports sipilated: 01 July 2011 Current Version: 1.2

Size: 18.9 MB Language: English Seller: Trimble Navigation Limited

2011 Trimble Navigation Firmted Rated 4:

Requirements: Compatible with influore 3C, influore 3CS, influore 3CS, influore 3CS, influore 4, inflat William 18 (Fig. 3C), Requires 10S 4.0 or later.

STAY FOUND Follow your

- · Follow your track on seamless maps. Zoom in, zoom out. Know where you are at all times.
- Navigate with the digital compass. Choose between, Magnetic North and True North, (Note: Magnetic Compass only works on iPhone 3G\$ and 4)
- Use the Goro feature to navigate from your current location to a saved or manually antered coordinate.

Store up to 500M8 of map quads on your iPhone for offline viewing and fast load times in the field.

Customer Ratings

We have not received enough catings to display an average for the current version of this application.

All Versions:

5 Ratings

COLLECT DATA

- Mark waypoints of your favorite (or secret) spots like a hunting blind, treestand, game trails or where you parked your truck.
- Record unlimited tracks. See where and how far you have traveled.

is needed to see your current location or to mark points.

· Consult street maps, terrain maps, and satellite photos for more info.

1:63K in Alaska, and 1:50K in Canada.

- Capture photos and videos (3GS and 4 only). The Recon Hunt app geotags your media to an exact location on a map.
- · Record bugling etk, gobbling wild turkeys or other sounds with the audio recorder.
- · See 15: trip stats, including mileage, speed, elevation, direction, elevation gain/loss, and GPS position.

PLAN & PREPARE

- · View Sun and Moon phases by date and location.
- Read the five-day weather forecast. See the current humidity, heat index, dew point, wind chill, wind speed and direction.

More iPhone Apps by Trimble Navigation Limited



AllSport GPS View in iTunes



AllSport GPS LE View in iTunes

ONLINE MAPPING TOOLS

- . Use our online mapping tools at cabelas.com/recon to scout hunting lands and to preplan for your next hunt.
- · View detailed topo, aerial, street, and terrain maps on your computer screen,
- Mark exappoints like your hunting blind, water sources, and fence lines. Draw routes into wild lands or on remote forest roads.
- · Auto-sync your private online trips with your Recon flunt phone app.
- . Keep trips private or check the share option to showoff trips to nunting buddies and the cabelas.com community,
- And much more.

MADE FOR HUNTERS

- Get exclusive in-app deals and coupons from Cabela's.
- . Turn on Blood Trailing to track blood spots after the shot.
- · Disable beeps and noises in the app.
- · See ballistics details and graphs for 850 : pistol and rifle cantridges.
- Save precious battery power. Recon Hunt carefully manages battery life based on how you use it.
- · Add color-coded public land boundaries and hunting zones to your Recon Hunt maps. Coverage includes 11

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Backpacker GP5 Trails View In (Tunes



Map the Spill View In Hones



GACKPACEER GPS Trails Ette View in (Tunes

states: AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, and WY.

. Enter the shooting range for your weapon and see the kill zone from your current location

Notes: Continued use of GPS running in the background can dramatically decrease battery life. Recon Hunt is designed and optimized for the iPhone 4, 3GS, and 3G. The 1st generation models lack a GPS chip required to run the application.

COMING SOON

- · Share trips on Facebook and Twitter.
- · And more..

Tell us what you think about the app and learn more at: www.cabelas.com/recon.

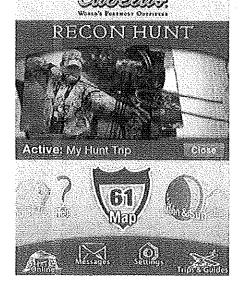
Trimble Navigation Limited Web Site Cabela's Recon Hunt Support

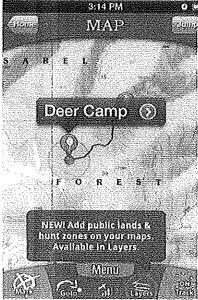
What's New In Version 1.2

This release adds public land boundaries and faut zones to your maps, Know your location and what land you are on at all times. Details,

- 'See public land boundaries in 11 states: AZ, CA, CO, ID, M1, NM, NV, OR, UT, WA, and WY.
- Boundaries include national forests, national parks, BLM lands, state lands, national wildlife refuges, Indian lands, and more.
- 'Try these new map layers for free for 7 days.

iPhone Screenshots





Customer Reviews

lody

by Joe 117755

A really good app. And the maps work well in south eastern oz

BYALLIAMS

by BatFars 1995

Great but I haven't figured out how to change the measurements from imperial (feet, Inches and Mph) to metric (meters and kilometers). (#

Page 5 of 6

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Customers Also Bought



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